



ALTOONA WATER AUTHORITY

WATER DIVISION

RATES, RULES AND REGULATIONS

GOVERNING

THE

SERVICE OF WATER

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TABLE OF CONTENTS

	<u>Page</u>
1. Definitions and Abbreviations	1
2. General.....	4
Purpose	4
Affected Area	4
Other Laws, Rules and Regulations.....	4
Reserve of Water Supply; Failure of Authority to Supply Water	4
Authority to Limit Nonessential Water Use	4
Unnecessary Waste of Water	4
Unauthorized Use of Plumber's Name.....	5
Right of Inspection	5
Non-liability of Authority for Damage Caused by Failure of Water Service	5
Shutting Off and Turning On Water	5
Discontinuance of Service.....	5
Theft of Services	7
Withdrawal of Attachments upon Removal of Building	7
3. Fire Hydrants	8
Installation of Fire Hydrants within the Authority's Service Area	8
Interference with Hydrants, Main Boxes and Stop Boxes.....	8
Private Fire Hydrants	8
4. Main Extensions	9
Main Extension by Authority	9
Main Extension by Developer	9
5. Applications for Service	10
Application.....	10
Deposits	10
Past Due Charges.....	10
Changes in Ownership or Tenancy.....	10
Acceptable Usage	10
6. Service Lines	11
Permitting	11
Temporary Water Service	11
Installation	12
Repair/Maintenance of Consumer's Service Line.....	12
Repairs and Relays.....	12
7. Fire Service Line Permitting/Installation	14
Detector Checks.....	14
Automatic Sprinkler Systems	14
Discontinuance of Service.....	14
Acceptable Usage	14

8. Meters	15
Meter Installation Required	15
Meter Installation Requirements	15
Meter/Meter Pit Maintenance and Liability	15
Notice to Authority of Water Breakage, Stoppage, Etc.	16
Meter Measurement; Failure of Meter to Register	16
Meter Testing	16
9. Water Usage Rates and Fees	17
Water Usage Rates	17
Base Charge	17
Private Haulers	17
Fire Protection Flat Fees	17
10. Bill and Payments	18
Estimate of Charge Where Meter Not Used	18
Use of Base Charge	18
Allowances for Leaks or Waste; Connection of Two Meter Readings	18
Payment of Bills	18
Bills and Notices	18
Property Owner Liability	19
Statement of Outstanding Bills	19
Back-Charging Properties that are Subject to Retroactive Billing	19
11. Requirements for Private Line Customers Who Want to Turn Over	
Ownership of a Private Line to the Altoona Water Authority	20
Customer Participation	20
Authority Responsibilities	20
Easements	20
Customer Cost	21
12. Inspection and Enforcement	22
Inspection Rights	22
Refusal to Render Service	22
13. Changing Rules and Regulations	23
14. Severability	24
Altoona Water Authority Private Line Takeover Agreement	25
Appendix A (Water Usage Rates and Fees)	
Appendix B (Explanation of Connection Charges and Tapping Fees)	
Appendix C (Schedule of Fees)	
Appendix D (Medical Hardship Continuation of Water Service Policy)	
Connection and Tapping Fee Worksheet for Water Main Extensions and Water Service Lines	

1. DEFINITIONS AND ABBREVIATIONS

Application - the form upon which a prospective consumer signifies his/her desire for service.

Authority - the Altoona Water Authority and its duly authorized officials and employees, each acting within the scope of his/her authority and employment.

Authority Service Line - the connecting facilities between the Authority distribution main and a consumer's service line, terminating at an Authority curb stop.

Building Sewer - the connecting facilities from the property line to and inside a consumer's premises to include a "clean out" (inspection port) located at the property line.

Combined sewer - is a public sewer or drain intended to receive domestic sewage, industrial water carried wastes, as well as surface, and storm waters.

Commercial Purposes - means the sale of water for use in any hotel, apartment house, saloon, warehouse, wholesale or retail store, office building, barn, stable or garage not appurtenant to a dwelling, school, church, parsonage, hospital, cemetery, greenhouse, skating rink, swimming pool, barber shop, milk depot, pasteurizer, cooling box, slaughterhouse, printing establishment, blacksmith shop, repair shop, undertaker's establishment, veterans' club, gymnasium, recreation hall, tennis court, ball field and any other establishment which does not use water primarily for power or industrial purposes.

Common sewer - a building service sewer or building drain that receives wastewater from more than one (1) discharger before it empties into a collecting sewer.

Connection Unit - each structure or portion of a structure for which a use and occupancy certificate is required upon original occupancy or resale or for which one (1) or more additional laterals are required pursuant to rules, regulations, practice, and/or specifications of the Authority.

Consumer - the party, either owner or tenant, contracting with the Authority for water service for one or more families or a business institutional unit on one premise owned or tenanted by the party or parties and served through a single meter.

Consumer's Private Line - a consumer's service line, which has been attached to a common line not owned by the Authority, serving multiple consumers that do not, either directly or through a legal easement, have access to an existing Authority Main Line.

Consumer's Service Line - the connecting facilities from the Authority's curb stop into and in a consumer's premises.

Domestic Purposes - the sale of water for domestic use in private residences.

Environmental Services Manager - is the person designated by the Authority to supervise the pretreatment program, and who is charged with certain duties and responsibilities by these Rules and Regulations. The term also means a duly authorized representative of the Environmental Services Manager.

Industrial Purposes - the sale of water for use in any brewery, bottling works, laundry, bakery, confection factory, any factory for the manufacture or preparation of any commodity for sale, planning mill, stone quarry, dye works and all other factories and establishments wherein water is used primarily for power or other industrial purposes.

Main Line - the Authority supply line running longitudinally with the street or highway from which connections are made to furnish service to private properties.

Multiple Premises - apartments, multifamily or multi-unit, and multi-family dwelling projects.

Person - any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by the context.

Piping on Premises - the consumer service line or any other line or fixture on the outlet side of the curb stop.

Private Hauler – Consumer requesting temporary water service through the use of any Authority fire hydrant or fill station.

Public sewer - a common sewer controlled by a governmental agency or public utility.

Residential Dwelling Unit - one (1) or more rooms with private bath and kitchen facilities comprising an independent self-contained dwelling unit.

Service Lateral - the connecting facilities between the Authority's collection sewer and a building sewer, terminating at the consumers' property line.

Service Permit - the receipt furnished the consumer, which certifies that he or she has paid the required fee and is entitled to service.

Sewage - the water-borne wastes derived from human habitation and use of buildings for residential, business, institutional and industrial purposes.

Sewer - a pipe or conduit that carries wastewater or drainage water.

Significant industrial user:

1. All industrial users subject to Categorical Pretreatment Standards under 40 C.F.R. § 403.6 and 40 C.F.R. Chapter I, Subchapter N; and
2. Any other industrial user that: discharges an average of 25,000 gallons per day or more of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater): contributes a process waste stream which makes up 5 percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or is designated as such by the Control Authority as defined in 40 C.F.R. § 403.12(a) on the basis that the industrial user has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement (in accordance with 40 C.F.R. § 403.8(f)(6)).

Stormwater - excess water which is derived from precipitation. This includes surface water.

Tap - any direct connection to the main water line.

User - any person, firm, corporation, or governmental entity that discharges, causes, or permits the discharge of wastewater into the POTW.

Wastewater - the liquid and water-carried domestic and industrial wastes from residences, commercial buildings, industrial plants, and institutions, together with any groundwater, surface water, and stormwater that may be present, which is discharged into or permitted to enter the POTW.

Wastewater facilities - the structures, equipment and processes required to collect, convey and treat domestic and industrial wastes and dispose of the effluent.

ABBREVIATIONS

The following abbreviations shall have the designated meanings:

C.F.R.	Code of Federal Regulations
POTW	Publicly Owned Treatment Works
SIU	Significant Industrial User

2. GENERAL PROVISIONS

A. Purpose

The purpose of these Rules and Regulations is to provide for the maximum possible beneficial public use of the Altoona Water Authority's facilities through regulation of water construction, water use and industrial use. These Regulations set uniform requirements for users of the Authority's water distribution system and treatment works to provide for equitable distribution of the Authority's costs, to provide procedures for complying with the requirements contained herein, and to enable the Authority to comply with the provisions of the Clean Water Act and other applicable federal and state laws and regulations.

B. Affected Area

These Rules and Regulations shall apply to the City of Altoona and those users outside the City, who are, by contract, permit or intermunicipal agreement with the Altoona Water Authority, consumers of the Authority's water treatment facilities.

C. Other Laws, Rules and Regulations

These Rules and Regulations are in addition to the applicable ordinances, codes and regulations of the City of Altoona or other municipality in which service is located and rules and regulations of the Commonwealth of Pennsylvania and the United States. Where such laws, codes, rules and regulations contain provisions more restrictive than those contained in these Rules and Regulations, the former shall apply.

D. Reserve of Water Supply; Failure of Authority to Supply Water

The Authority reserves the right to reserve a sufficient supply of water at all times in its reservoirs to provide for public health, fire and other emergencies. In the event of any accident or damage to any part of its works or equipment or a breakdown of machinery or bursting of any main or any other occurrence whatsoever affecting its plant or equipment or operation thereof, the Authority shall not be liable to any consumer of water for failure of pressure or of supply.

E. Authority to Limit Nonessential Water Use

1. The Authority shall, as outlined in the Authority's "drought contingency plan", limit the use of water for nonessential use when, in the Authority's judgment, it is necessary for the preservation of the water supply.
2. Should any consumer fail to comply with the requirements set forth in the Authority's drought contingency plan, said consumer shall be subject to a penalty under the Authority's theft of service policy as defined herein. Additionally, water service to such consumer shall be terminated and shall not be restored until all costs of shutting off and turning on the water, and all penalties levied against the consumer have been paid.

F. Unnecessary Waste of Water

Excessive and unnecessary use or waste of water, whether caused by carelessness or by defective or leaking plumbing or fixtures, is prohibited. For disregard of a notice to abate any waste of water or to repair a leaking fixture or pipe, the water shall be turned

off and not turned on again until the waste has been stopped, the leaking fixture or pipe repaired and the charge of (see Appendix C) paid for shutting off and turning on the service.

G. Unauthorized Use of Plumber's Name

No plumber shall allow his/her name to be used by any other person or other party to obtain permission or any work connected with the Authority.

H. Right of Inspection

All service lines, meters and fixtures, including all fixtures within the premises receiving the supply of water, shall at all reasonable hours be subject to inspection by any duly authorized employee of the Authority. If the Authority's authorized representatives cannot access the premises, the Authority reserves the right to discontinue water/sewer service to such premises until inspection is permitted and compliance with the requirements of the Authority has been determined or pursue appropriate legal remedies or police action to gain the necessary access.

I. Non-liability of Authority for Damage Caused by Failure of Water Service

The Authority shall not be liable for any damage or injury to any person or property caused by discontinuance of water service for any of the reasons enumerated in these Rules and Regulations, for making necessary repairs or connections, for meeting any emergency caused by failure of a consumer to maintain the consumer's service line or caused by water escaping from the consumer's service line or caused by total or partial failure of water service or pressure for any cause whether within or beyond the control of the Authority.

J. Shutting Off and Turning On Water

The Authority reserves the sole right to turn on or off the curb stop, except in case of repairs to service lines, pipes or fixtures on the premises when the consumer or the plumber may close the curb stop and the consumer or plumber shall at once notify the Authority of such action.

K. Discontinuance of Service

1. Upon Notice from Consumer

Any consumer may terminate his/her service contract with the Authority by requesting a final meter reading. The Authority will take final meter readings and attend to other details in connection with such discontinuance of service. The consumer shall remain liable for water furnished to the premises described in his/her application until the authority has received notice from him or her and the termination of service has taken effect.

2. *By Authority Generally*

Water service may be discontinued by the Authority after due notice to the consumer for any of the following reasons and a re-connection charge and a certified notice fee, in accordance with the Schedule of Fees attached to these regulations, must be paid before water service will be restored:

- a. Use of water by another consumer, or use of water for any purpose or at any location or property other than those described in the application;
- b. Failure of a consumer to maintain and repair his/her service line;
- c. Unnecessary Waste of water as defined herein
- d. Non-payment of any sum due the Authority for water service or any other charge for more than 15 days after the same becomes due;
- e. Violation by a consumer, or at his/her discretion, of any of the rules and regulations.
- f. Failure of a consumer to provide the Authority's employees free and reasonable access to the premises supplied or for obstructing the way of ingress to the meter or other appliances controlling or regulating the customer's water supply;
- g. Any misrepresentation in an application.
- h. Any other violation of law or these Rules and Regulations.

3. *Two or More Premises Supplied Through Single Service*

Where two or more premises are supplied through a single water service, any violation of the rules of the Authority with reference to any of the premises, or for the supply of water thereto, shall be deemed a violation as to all, and the Authority may enforce compliance with this rule by shutting off the entire service, except that such action shall not be taken until the innocent consumer who is not in violation of the rules has been given a reasonable notice and opportunity to attach his/her pipes to a separately controlled curb stop.

4. *Medical Certification Form for Temporary Payment Extension*

- a. See Appendix D

L. Theft of Services

1. A penalty (see Appendix C) shall be imposed upon any consumer that tampers with, obstructs or removes a curb box, meter or any other device owned by the Altoona Water Authority, or for any unauthorized water usage to include but not limited to turning on a terminated service or providing water service to a property where water service has been terminated, or for failure to comply with any provisions of these Rules and Regulations.
2. Imposition of this penalty shall not affect any fines and/or penalties imposed by any criminal or other statute and the consumer shall be liable for any other costs and/or fines occasioned by his/her non-compliance including without limitation, those incurred as a result of criminal prosecution.

M. Withdrawal of Attachments Upon Removal of Buildings

Whenever buildings have been removed, all attachments not required for future supply shall be withdrawn by the Authority from the water supply pipes and the premises shall be charged with the cost of such removal. Such cost, which shall be paid before new connections may be made, shall be (see Appendix C) for a street or highway. If no connection is to be made, a bill shall be rendered to the owner of the property for the cost of removing the abandoned connections. Upon failure to pay within thirty days, the costs shall be charged against the property as water rent and collected as such.

3. FIRE HYDRANTS

A. Installation of Fire Hydrants Within the Authority's Service Area

Fire hydrants may be installed by the Authority for residents where there are existing water mains, provided that the main is of sufficient size for such requirement. The cost of installation is to be borne by the municipality where the hydrant is installed.

B. Interference With Hydrants, Main Boxes and Stop Boxes

No person shall, without a permit from the Authority, use or interfere with any fire hydrant, and no person shall place any material of any description within eight feet of any fire hydrant or over the main boxes in the street or stop boxes on the pavement or permit any material to be placed thereon by any person in his/her employ.

C. Private Fire Hydrants

Any fire hydrant not connected directly to an Authority owned water main shall be considered a private hydrant. Installation and maintenance for all private hydrants shall be the sole responsibility of the property owner. The Authority shall charge a monthly capacity allocation fee in accordance with Appendix C for each private hydrant, receiving water from an unmetered source.

4. MAIN EXTENSIONS

A. Main Extension by Authority

When the Authority, by resolution, authorizes and directs the installation of any water main within the service area, the Authority shall cause such water main to be installed and the cost and expense thereof shall be assessed, levied and collected for each property benefiting from the main extension, at the rate and the manner as provided by the Authority.

B. Main Extension by Developer

1. The Authority will approve extension by developers where the Authority deems adequate pressure and volume are available. Refer to executed agreement between the Authority and the developer.
2. The cost of construction, design, materials, permits, and other incidental costs of main extension shall be borne by the individual or organization requesting such extension, and the individual or organization shall provide financial security equal to 110% of the total cost of the project.
3. All main extensions will become the property of the Authority after completion and satisfactory inspection and testing by the representative of the Authority. No service shall be taken from any main extension until the Authority has inspected the extension and given its approval. Also, copies of Standard Waterline Extension Agreement, and Waterline Extension Reimbursement Agreement, Deed of Easement, Right of Way and Deed of Transfer of Ownership will be provided by the Authority upon request.
4. The Authority may, when it believes that circumstances warrant, assume directly or indirectly a portion of the costs including, without limitation, circumstances such as when the Authority requests an upgrade that exceeds the needs of the development and/or the construction of the development will provide access to additional customer base beyond the development. Whether or not a cost sharing arrangement will be entertained shall be at the sole and absolute discretion of the Authority and will be evaluated on a case-by-case basis pursuant to circumstances existing at the time.

5. APPLICATION FOR SERVICE

A. Application

No tenant will be permitted to make application for residential water service. All bills for residential water service shall be mailed directly to the property owner of record, who shall be solely responsible for payment.

B. Deposits

1. The Authority may require a deposit with the application for service in an amount equal to a two-month average billing for the type of service requested.
2. Any customer having a deposit must pay bills for service as rendered in accordance with these rules and regulations and the deposit shall not be considered as payment for any bill while the consumer is receiving service.

C. Past Due Charges

Except as otherwise required by law, no agreement will be entered into by the Authority and no service will be provided or restored for any applicant for water service, whether for new service or for restoration of service, until all arrears for water, rents, bills for meter repairs or other charges, due from applicant at any premises presently or theretofore owned by the applicant shall have been paid in full or until satisfactory arrangements for payment of such unpaid bills shall have been made.

D. Changes in Ownership or Tenancy

A new application for service shall be made to and approved by the Authority upon any change in ownership of the property, any change in tenancy when a tenant is the consumer and is permitted to make application for service as outlined in these Rules and Regulations, or for any change in service from that described on the application. The Authority shall discontinue service after due notification until such new application has been made and approved.

E. Acceptable Usage

An accepted application for water to any premises shall constitute a contract with the applicant to receive a supply of water for such premises, but only for the use specified in such application and the supply shall not be used except for the premises specified in the application.

6. SERVICE LINES

A. Permitting

1. Upon written application by the owner or his/her properly authorized agent on forms furnished by the Authority for the immediate and continuous supply of water to premises abutting a public street or highway in which a main line of the distribution system of the Authority is located, or where the consumer has secured written easement rights to the same, the Authority shall issue a service permit and shall install, at the expense of the consumer, the Authority's service line.
2. No water service permit will be issued and no water service connection will be installed or service rendered until all charges for the installation of service lines and connections and appurtenances have been paid to the Authority.

B. Temporary Water Service

1. A supply of water for construction or other such purpose where, either a permanent supply of water is not available or where the existing supply is not sufficient to accommodate the need, and where the Authority determines such action will not interfere with normal operations and such action shall not create an unsafe situation, a consumer may submit, in advance, a special private hauler application for use of an Authority owned fire hydrant or fill station. If the application is approved, all such water shall be metered for the purpose of ascertaining usage for billing.
2. The Authority shall charge a hydrant meter service fee in the amount established in Appendix C per day, beginning the day the meter is picked up until the meter has been returned.
3. The consumer shall be held responsible for loss, theft, or physical damage to any of the items provided to them by the Authority, reasonable wear and tear from proper use excepted.
4. The Authority, in addition to the assessments set forth herein, may require a deposit in the amount established in Appendix C, which deposit will be refunded upon return of all the items provided by the Authority, reasonable wear and tear from proper use excepted.

C. Installation

1. All water service lines from an existing main line to the curb stop shall be installed by the Authority.
2. Consumer Service Line Requirements
 - A. All consumer service lines shall be laid not less than four feet (4') below final grade.
 - B. No water service line shall be installed in the same trench with a gas or sewer pipe or with a facility of a public service company, or within three feet (3') of any open excavation or vault.
 - C. All consumer service lines prior to an Authority approved meter installation, shall be installed in accordance with Authority Standards of Construction.
 - D. A consumer is required by law to ensure that all pipes connected to the Authority's system must be 'Lead Free'.

The Pennsylvania Plumbing System Lead Ban and Notification Act defines 'Lead Free' as the following:

"Lead Free: when used with respect to solders and flux containing not more than 0.2% lead and when used with respect to pipes, refers to pipes and pipefittings containing not more than eight percent (8%) lead."

D. Repair/Maintenance of Consumer's Service Line

The Authority shall in no event be responsible for maintenance of or damage done by water escaping from the consumer's service line, and the consumer shall at all times comply with Commonwealth and Authority regulations in reference thereto and shall make any changes therein required on account of change or grade, relocation of mains or otherwise.

E. Repairs and Relays

1. The Authority will not, under any circumstance, repair, relay or lower consumer service line (as defined in Section 1, Definitions).
2. *Cost of Repairing or Relaying Authority Service Lines*
 - A. Where a single tap provides service to multiple units owned by different consumers, the Authority may at its discretion and expense, install separate taps and meter pits, for each separately owned unit at a location to be determined solely by the Authority. Each owner shall then

be responsible to connect to the separate taps within an Authority mandated time frame.

- B. Where a single tap provides service to multiple units owned by a single consumer, the consumer may request to have separate taps installed for each unit, however, the cost of said installation shall be equal to the prevailing connection fee and shall be paid by the consumer.
- C. Where an approved meter pit does not exist, the Authority shall, unless determined otherwise by the Authority, install a meter pit within 3 feet of the curb box. Cost of installation to be paid by the Authority.

7. FIRE SERVICE LINE PERMITTING/INSTALLATION

A. Detector Checks

Detector checks for all fire service lines greater than 75 feet shall be installed in a vault at the property line in accordance with Authority Standards of Construction. Cost of installation shall be borne by the property owner.

B. Automatic Sprinkler Systems

Before water will be supplied for use through an automatic sprinkler or other system for fire protection, the applicant for such supply shall file with the Authority complete plans of the proposed system for approval and record. All lines providing separate water supply for fire protection through an automatic sprinkler or other system for fire protection shall be approved by the Authority. Such lines must be equipped with no less than an approved detector check. The cost of such ready-to-serve system shall be based on the line size connection to mains (see Appendix C). Billings shall be made separately from regular monthly billing for water use based on the schedule of rates in effect at that time.

C. Discontinuance of Service

If a private fire line owner wishes to discontinue a fire line, the Authority requires a letter from the owner to our executive office stating this request in writing. A letter from the local municipality confirming that this is not in violation of any codes is also required

D. Acceptable Usage

Any appurtenances attached to a fire line including but not limited to hydrants and tanks, shall not be used for any other purposes other than fire protection without prior written permission from the Authority.

8. METERS

A. Meter Installation Required

All water supplied by the Authority for domestic, commercial, industrial or public purposes shall be measured through a water meter for the purpose of ascertaining the amount of water supplied. Any person desiring a supply of water for domestic, commercial, industrial or public purposes shall make application for a water meter of a type and design to be approved by the Authority. The Authority shall furnish and install the meter in accordance with the rules and regulations of the authority relating to the installation of water meters. If any person uses water supplied by the Authority for domestic, commercial, industrial or public purposes without securing a water meter, this action shall be deemed theft of service and shall be subject to the provisions outlined herein.

B. Meter Installation Requirements

1. All meters, 2" and smaller, must be installed in an Authority approved meter pit located within 3 feet of the curb box unless determined otherwise by the Authority, in which case, the meter shall be installed at an accessible location no more than 2 feet from the point where the service line enters the building. The meter shall in all cases be kept free from any obstruction preventing ready access to it and no tap or union can be made between the curb stop and the meter. Where the meter is installed inside a building, the consumer's serviceline must be installed according to Authority specifications.
2. For all meters larger than 2" the consumer shall, as determined by the Authority, install at their expense, a meter vault located within 3 feet of the curb box or inside a building at an accessible location no more than 2 feet from the point where the service line enters the building. The meter shall in all cases be kept free from any obstruction preventing ready access to it and no tap or union can be made between the curb stop and the meter. Where the meter is installed inside a building, the consumer's service line must be installed according to Authority specifications.
3. *Metering Private Lines*
Where a single tap provides service to multiple, individually metered, individually owned buildings, the Authority shall install, at its expense, a master meter at the nearest possible point to the main, for the purpose of water accountability.

C. Meter/Meter Pit Maintenance and Liability

1. Water meters and Authority approved meter pits will be maintained by the Authority as far as ordinary wear or tear is concerned, but the consumer shall be responsible to the Authority for any damage to or loss of any water arising out of or caused by the consumer's household or any person on his/her premises under or by his/her

consent or sufferance. The consumer shall be responsible to pay the cost to replace a water meter, which is damaged by other than normal wear and tear, to include but not limited to a meter, which is allowed to freeze.

2. The consumer shall be responsible to maintain any meter pit where an Authority meter has been installed unless the meter pit has either been installed by the Authority or has been approved by the Authority as meeting the required specifications. The Authority shall not be liable for any damage or problem, which may arise when an unapproved meter pit has been deemed inaccessible by the Authority. The consumer will be liable for all costs of the Authority to access and repair the meter pit if this becomes necessary.

D. Notice to Authority of Water Breakage, Stoppage, Etc.

In the case of breakage, stoppage or any other irregularity in any water meter the owner or consumer shall notify the Authority as provided in these Rules and Regulations.

E. Meter Measurement; Failure of Meter to Register

The quantity of water usage recorded by the Authority's meter shall be conclusive and binding on both the property owner or consumer and the Authority, except where the meter has been found to be faulty or to have failed to register correctly (including a remote dial or remote sending unit which has failed). In such case, the charge to the consumer shall be estimated on the basis of the average daily consumption during the same period of the preceding year or from the thirty-day (30-day) period following the installation of an accurate meter. Also, the Authority shall correct any charges made to a customer's account in the previous three (3) months to reflect the consumer's average usage as outlined above provided the meter was not registering correctly as determined by the Authority's testing of the meter.

F. Meter Testing

At the request of an owner or consumer, the Authority shall test the meter supplying his/her premises. A deposit of (see Appendix C) for the cost of removing and resetting meters shall be required for the meter to be disconnected. The fee shall be returned if the meter is found to be registering "over" three percent (3%); otherwise, the deposit will be retained by the Authority to cover the cost of the test. The owner or consumer may, if he or she desires, be present at the time the test is made. The result of the test shall be reported to the owner or consumer in every case. If the testing of a meter shows that it fails to register correctly, the charge to the consumer shall be adjusted to the consumption, which appears to the Authority to be an equitable adjustment of the probable quantity of water consumed.

9. WATER USAGE RATES AND FEES

A. Water Usage Rates

All consumers within the Authority service area shall be billed for usage according to the current water usage rates (See Appendix A).

B. Base Charge

All metered water consumers within the Authority service area shall be charged a monthly base charge determined by meter size (See Appendix A).

C. Private Haulers

In lieu of a base charge all private haulers shall be charged a service fee per 1000 gallons of water received (See Appendix A).

D. Fire Protection Flat Fees

Consumers with a fire-line service shall be charged a flat monthly fee determined by line size (See Appendix A).

10. BILLS AND PAYMENTS

A. Estimate of Charge Where Meter Not Used

Where the Authority is called upon to render water service of such a temporary or emergency character as to make installation of a meter economically unfeasible, the Authority will estimate the quantity of water used and bill for such usage accordingly.

B. Use of Base Charge

1. The base charges shall be paid whether such amount of water is taken or not and no credit thereon shall be allowed.
2. No allowance for vacancy or for non-usage shall be made unless the water has been shut off from the premises in compliance with the provisions of these rules and regulations.
3. No credit shall be allowed for a period of less than three months and not refund or transfer to other accounts shall be made, but any amount paid in advance will be deducted from the next monthly charge for water rent against the premises.

C. Allowances for Leaks or Waste; Connection of Two Meter Readings

No allowance shall be made for excessive consumption due to leaks or waste, and in no case shall there be a consolidation of two or more-meter readings on one bill.

D. Payment of Bills

1. All bills for water service shall be rendered monthly, and are due sixteen (16) days following the mailing date. After sixteen (16) days a 1½% late fee shall be charged upon the unpaid balance and water service may be shut off as outlined in these Rules and Regulations.
2. Any bill determined by the Authority to be excessive as a result of an extraordinary circumstance shall justify an option for the consumer to pay current charges plus twenty percent (20%) of the excess bill per month until all charges have been paid in full. This payment arrangement must be approved by the Authority in advance and shall not negate the consumer's responsibility to pay late fees as outlined herein. If the consumer fails to keep the arrangements as approved by the Authority, water service shall be terminated immediately.
3. An additional charge of (see attached fee list) shall be assessed for any check returned by the bank for nonsufficient funds or any other reason.

E. Bills and Notices

1. Bills and notices relating to the Authority or its business shall be mailed or delivered to the property owner's or consumers, as applicable, last address as shown by the books of the Authority, and the Authority shall not be otherwise

responsible for delivery. It is the owner's or consumer's responsibility to provide the Authority with updated mailing address information.

2. The Authority shall charge a fee (see Appendix C) to recoup costs for notification sent via Registered / Certified mail. Such notification is outside the scope of the normal notification process and the cost of such notification shall be borne by the individual customer.

F. Property Owner Liability

1. Primary responsibility for the payment of water service or any charges to any premise rests with the property owner. When applicable, the Authority will make every effort to collect from a tenant who has made application for service as outlined in these Rules and Regulations, but such efforts will not negate the property owner's ultimate responsibility for such obligations.
2. Water service-related charges are liens against the property where the service is provided, and the property owner is responsible for payment of these charges. For the purpose of collecting delinquent balances, the Authority may take appropriate action to file said lien with the local agencies and to exercise its rights as provided for as lien holder. Payment for all costs associated with such action shall be the property owner's responsibility and included as a lien against the property.

G. Statement of Outstanding Bills

The Authority will provide, at the written request of a consumer, his/her authorized agent or landlord, a statement reflecting all outstanding bills for any account with the Authority. This statement will be provided in writing to the consumer, his/her authorized agent or landlord, only when sufficient notification and arrangements have been made to ensure final reading can be obtained when required, when adequate time has been given to do the necessary research and when an account statement fee (see Appendix C) has been paid to the Authority to cover the cost of providing this information.

H. Back-Charging Properties that are Subject to Retroactive Billing

In the event that the Authority determines that a customer account has not received an invoice for past services, the Authority will charge the base rate for the periods in question, but not the volume-based charges or any surcharges, unless it is found that the property has connected unlawfully or in violation of the Authority's rules and regulations.

11. REQUIREMENTS FOR PRIVATE LINE CUSTOMERS WHO WANT TO TURN OVER OWNERSHIP OF A PRIVATE LINE TO THE ALTOONA WATER AUTHORITY

A. Customer Participation

All customers connected to the private line must participate. Participation includes assumption of financial burdens and execution of easements, agreements and other reasonable and necessary documents. Each customer shall execute an agreement in a form approved by the solicitor which shall set forth the terms and conditions of the takeover, the financial responsibilities and obligations of the customer and the manner of payment of those obligations.

B. Authority Responsibilities

1. The Authority shall determine the feasibility of taking over the line including the cost ("total project cost") to replace/upgrade the existing private line in accordance with Authority specifications and all Local, State and Federal regulations to allow the Authority to assume ownership.
2. The Authority shall determine the number of connections, both existing and capable of being connected to the line taking into account the capacity of the line, line conditions, land use regulations, ownership constraints and other issues relating to the potential for future development along the line.
3. The Authority shall calculate the individual customer cost ("special purpose fee") by dividing the "total project cost" minus labor and equipment costs and the cost for the individual connection charges as determined in paragraph 2(b).
4. The Authority shall complete the replacement/upgrade within the time frame allotted for payment of the project.

C. Easements

1. Customers are responsible for providing the Altoona Water Authority with any and all required easements and other documents.
2. Customers will bear all costs associated with easement preparation and recordation at the Blair County Courthouse.
3. The Authority has the right to review and approve and have counsel review and approve easements prepared by customers or their counsel and request revisions prior to signature.
4. The Authority shall be provided with two (2) copies of all recorded easements.

D. Customer Cost

1. The customers shall pay their respective individual connection fees up front.
2. Customers shall pay the "special purpose fee" either in full or in monthly installments, as determined by the Authority and agreed upon prior to the project beginning.

3. All customers not tapped to the private line at the beginning of the project must pay the prevailing connection fee and the special purpose charge, prior to a connection to the Authority main line.
4. The Authority will, at such time as the new main is installed, inspect and replace (if necessary), the Authority's portion of each service line.
5. The "special purpose fee" shall be payable until such time as the agreement expires or the "total project cost" has been recovered by the Authority.

12. INSPECTION AND ENFORCEMENT

A. Inspection Rights

For the purpose of enforcing the provisions of these Rules and Regulations and for the purpose of advancing and protecting the public health, the Authority reserves the right to come upon or enter the premises of any person connected to the system for the purpose of inspecting the water/sewer facilities located thereon and for the purpose of determining compliance with the requirements of the Authority. If the Authority's authorized representatives cannot access the premises, the Authority reserves the right to discontinue water/sewer service to such premises until inspection is permitted and compliance with the requirements of the Authority has been determined or pursue appropriate legal remedies or police action to gain the necessary access.

B. Refusal to Render Service

Notwithstanding any other provisions or implications of these Rules and Regulations to the contrary, the Authority reserves the right to refuse to render (or to continue to render) sewer or water service to any property or whenever it appears there has been a violation of these Rules and Regulations of the Authority with respect to the installation or use of the water/sewer system.

13. CHANGING RULES AND REGULATIONS

The Authority reserves the right to change or amend from time to time these Rules and Regulations in any manner provided by law.

14. SEVERABILITY

If any Article or provision of these Rules and Regulations is found invalid by any court or other jurisdiction, the remaining Articles or provisions shall not be affected and shall continue in full force and effect.

ALTOONA WATER AUTHORITY
PRIVATE LINE TAKEOVER AGREEMENT

1. Location of private line: _____
2. Number of applicants involved: _____
3. Individual applicant name: _____
4. Legal status (individual, partnership-general or limited, corporation, etc.):

5. Mailing address/telephone number:

6. Agent, if any, for applicant (name/address/telephone number):

7. Applicant property and location (municipality): _____

8. Deed book and page number for applicant property: _____
9. Tax parcel reference number for applicant property: _____
10. Is applicant's property subject to any mortgages, judgments, or other encumbrances?
(If so, please explain.)

11. Name, address and telephone number for Professional Engineer or Surveyor
responsible for easement preparation:

**Appendix A
Altoona Water Authority
Water Usage Rates and Fees
Effective January 1, 2019
Reapproved February 20, 2020**

Monthly Water Usage Rates (Gallon Basis)		
Monthly Usage	Amount	Per 1000 Gallons
First 1,667 Gallons	\$1.67	\$1.00
Next 2,333 Gallons	\$25.85	\$11.08
Next 26,000 Gallons	\$218.66	\$8.41
Next 300,000 Gallons	\$1,878.00	\$6.26
Next 2,000,000 Gallons	\$10,380.00	\$5.19
Over 2,333,000 Gallons		\$4.78

**Monthly Water Base Charge (By Meter Size)
Effective January 1, 2025**

Monthly Water Base Charges (By Meter Size)		
Meter Size	Base Charge	
5/8"	\$35.70	
3/4"	\$35.70	
1"	\$67.34	
1 1/2"	\$124.76	
2"	\$314.59	
3"	\$502.36	
4"	\$690.72	
6"	\$962.19	
8"	\$2,192.00	
10"	\$4,025.40	

Bulk Water Standard Rate at Bulk Water Fill Station	
Description	Fee
Per 1,000 gallons of water	\$12.00

Fire Protection Flat Monthly Fees	
Description	Fee
1" Fireline	\$14.00
1 1/2" Fireline	\$16.00
2" Fireline	\$18.00
4" Fireline	\$28.00
6" Fireline	\$63.34
8" Fireline	\$112.00
10" Fireline	\$175.00
12" Fireline	\$252.34
Privately-Owned Fire Hydrant*	\$15.58

*No charge for fire hydrants owned and maintained by the Altoona Water Authority.

Appendix B
Altoona Water Authority
Explanation of Connection Charges and Tapping Fees
Effective March 1, 2024

1. The following charges are applicable for a residential customer with a 3/4" water meter in a pit or one (1) equivalent Altoona Water Authority residential consumption unit (150 gallons per day, based on Altoona Water Authority average residential consumption).

Item	Description	Fee
1	<u>Connection Fees</u>	
1a	Connection Fee (Installation of Tap, Corporation Stop, Curb Stop, Water Service Line)	\$3,020.00
1b	Meter Pit Installation Fee	\$640.00
1c	Meter Installation Fee	\$250.00
1d	Meter Reading Radio Transmitter Unit (MXU) Installation Fee	\$195.00
2	<u>Tapping Fee</u>	
2a	Capacity Part (Capacity Facilities Including Dams, Reservoirs, Treatment Plants, Pump Stations, Transmission Mains, Tanks)	\$400.00
2b	Distribution Part (Distribution Facilities Including Water Lines, Hydrants, Valves, Pumps)	\$100.00
Subtotal 1a, 1b, 1c, 1d, 2a, and 2b		\$4,605.00
2c	Special Purpose Part, if applicable (Particular Purpose Facilities Including Booster Pumps and Tanks)	Determined by Engineer
2d	Reimbursement Part, if applicable (System Reimbursement to Others)	Determined by Engineer

2. For all other customers, the connection fee and meter-related fees will be assessed (see fee list) based on meter or service line size; the Tapping Fee (Capacity and Distribution Part) will be based on the customer's estimate of average daily water usage multiplier times the unit cost (see fee list, in addition to any other Special Purpose and Reimbursement Parts determined by the Consulting Engineer.

- A. Any connection to the Authority's system that has been out of service for a period of greater than 5 years and is deemed to be unserviceable shall be subject to connection fees as for new customers
- B. When an individual or a developer, at their expense, extends or upgrades the public water system and then conveys this extension or upgrade to the Authority, the cost of construction for any portion conveyed to the Authority will be credited against the distribution portion of the tapping fees, to the extent that if these construction costs exceed the distribution portion of the tapping fee, the distribution portion of the tapping fee will be waived in its entirety.
- C. Except as provided herein, all Connection Charges & Tapping Fees shall be paid in full before service will be provided by the Authority. Additionally, a tapping fee agreement must be completed for all non-residential customers.
3. Policy and Procedure Concerning Tapping Fee Determination
- A. A tapping fee shall be imposed which may consist of any or all of the following parts as applicable:
1. Capacity Part – For each connection made to the Authority's water system, a Capacity Part of the Tapping Fee shall be imposed as shown on the rate schedule. The fee shall apply to connections made to the Authority's existing water system, whether built by the Authority or built by or at the expense of developers. This fee shall be based upon the costs of the Authority's capacity related facilities. This fee shall also be imposed whenever an existing building or facility is expanded or

Appendix B

Altoona Water Authority

modified in such a way that there is potential for increased water usage.

In the event that a nonresidential establishment is being connected to the water system and no water usage data is available to determine the appropriate amount of the Capacity Fee, the Authority shall have the right to estimate water usage based on accepted engineering standards or to use any other method upon which the Authority and property owner mutually agree. This may include the metering of water usage before the fee is established.

2. Collection Part – For each connection made to the collection water constructed by or at the expense of the Authority, a Collection Part of the Tapping Fee shall be imposed as shown on the rate schedule. This part of the fee shall be based upon the cost of the Authority's water system.
 3. Special Purpose Part – The Special Purpose Part of the Tapping Fee shall be imposed only in those cases where it is necessary to recover costs of facilities to serve a particular area or group of customers as provided by Act 203 of 1990 and Act 57 of 2003.
 4. Reimbursement Part – The Reimbursement Part of the Tapping Fee shall be imposed only in those cases where it is necessary to recover costs which will be refunded to property owners as provided by Act 203 of 1990 and Act 57 of 2003. The amount of the fee will be determined as described in the Act.
- B. When a tapping fee needs to be determined for a new customer on an existing service and the Altoona Water Authority has no record that the existing service has been previously billed and/or actively used within the previous 5 years, there will be no charge if the new customer's usage requirements are equal to or less than the previous user.
- C. When a tapping fee needs to be determined for an existing customer that has met the capacity within the existing service line and needs additional capacity, the customer will be charged tapping fees for the additional usage requested, and all relevant connection fees
- D. The Authority may, at the consumer's request, provide an option to pay the tapping fee in monthly installments for a period not to exceed 60 months, provided the consumer first pays a minimum of 10% of the total tapping fee as a downpayment.

Appendix C
Altoona Water Authority Water Division
Schedule of Fees
Effective March 1, 2024-Updated 4/1/2024

Routine Services	
Non-Payment Shut Off and Reconnection	110.00
Requested Shut Off	55.00
Request to Turn Water On	55.00
Final Meter Reading and Shut Off	55.00
Final Meter Reading	20.00
Requested Meter Test (no fee if defective)	35.00
Check Returned for Non Sufficient Funds (NSF)	20.00
Account Statement	20.00
Certified Letter	20.00

Hydrant Meter Fees	
Hydrant Meter Service Fee (per day)	5.00
Hydrant Meter Deposit	100.00

Theft	
Theft of Service Fee	500.00
Theft of Service Fee (Hydrant)	2,500.00

Tests and Inspections	
Fire Flow Test (each)	655.00
Straight Time Inspections (per hour)*	80.00
Overtime Inspections (per hour)*	110.00

*Includes pressure testing and dechlorinating, if applicable.

Tapping Fees	
Tap-Only Fee for Developers (3/4" or 1")	150.00
Tap-Only Fee for Developers (1 1/2" or 2")	200.00

Connection (3/4" through 2")†	
3/4" Connection Fee	3,020.00
1" Connection Fee	3,095.00
1 1/2" Connection Fee	4,095.00
2" Connection Fee	4,410.00

†Meter pit and meter installation fees are additional.

Connections (4" and larger)††	
4" Connection Fee	7,120.00
6" Connection Fee	7,305.00
8" Connection Fee	8,300.00
12" Connection Fee	11,505.00

††Meter installation fees are additional.

Meter Pit Installations††	
3/4" Meter Pit Installation	640.00
1" Meter Pit Installation	865.00
1 1/2" Meter Pit Installation	1,715.00
2" Meter Pit Installation	1,955.00

††Meter installation fees are additional.

Meter Installations*†††	
5/8" Meter Installation	230.00
3/4" Meter Installation	250.00
1" Meter Installation	300.00
1 1/2" Meter Installation	1,750.00
2" Meter Installation	2,000.00
3" Meter Installation	2,635.00
4" Meter Installation	4,645.00
6" Meter Installation	7,620.00

5/8" Meters are for existing services only.

*Applies to initial installations and replacements, including meters being replaced due to tampering or freezing.

†††MXU installation fees are additional.

Meter Reading Radio Transmitter (MXU)s	
Standard MXU Installation	195.00
MXU Installation in Meter Pit	195.00

Disconnection	
Cut Off Existing Service Line	590.00

Tapping		
Capacity Part Minimum Charge	Up to 150 GPD	400.00
Capacity Charge	Per GPD	2.67
Distribution Part Minimum Charge	Up to 150 GPD	100.00
Distribution Charge	Per GPD	0.67

Restoration		
Restoration (Residential Only)		0.00
Restoration (Non Residential)	Per GPD	0.00

Utility Easement Flat Fee Rate (Payable to Property Owners)		
Temporary Construction Easement	Per Square Foot	0.50
Permanent Easement	Per Square Foot	1.00

Appendix D

MEDICAL HARDSHIP CONTINUATION OF WATER SERVICE POLICY

1. Purpose and Intent. The purpose of this Policy is to establish uniform procedures governing the continuation of water service to residential customers who are medically vulnerable and for whom the discontinuance of water service would pose a serious and immediate threat to health or safety. The Authority recognizes that water service is essential to public health and human dignity, and that, in limited circumstances, the need to protect life and health may justify the temporary continuation of service notwithstanding a customer's delinquency. This Policy is intended to formalize the Authority's longstanding practice of accommodating such situations, to ensure consistency, fairness, and compliance with applicable laws, while preserving the Authority's right and duty to collect all sums properly owed for water service.

2. Applicability. This Policy applies exclusively to residential customers who receive direct, metered service from the Authority and whose accounts are subject to termination for nonpayment of rates, charges, or fees. It shall not apply to non-residential or commercial accounts, -accounts served through a master meter, or accounts terminated for reasons other than nonpayment (including but not limited to illegal connections, tampering, or system violations).

3. Eligibility for Medical Hardship Continuation. A customer shall be eligible to request continuation of service under this Policy if **ALL** the following conditions are met:

- A. Medical Necessity. The customer, or a permanent member of the customer's household, suffers from a medical condition, illness, or disability such that discontinuing water service would pose a serious and immediate threat to that individual's health or safety.
- B. Medical Certification. The customer provides the Authority with a current, completed Medical Certification Form as described in Section 4.
- C. Payment Cooperation. The customer pays all current charges associated with the property's account, and a reasonable portion of the arrearage, or otherwise enters an approved payment arrangement.
- D. No Material Misrepresentation. The customer provides accurate and complete information in all submissions to the Authority.

Eligibility shall not be presumed; it must be affirmatively established by the customer to the satisfaction of the Authority.

4. Medical Certification Requirements.

- A. Submission. The customer shall submit a Medical Certification Form supplied by the Authority, completed and signed by a licensed physician, physician assistant, or certified registered nurse practitioner duly authorized to practice in the Commonwealth of Pennsylvania.

Appendix D

B. Contents. The certification shall include, at a minimum:

- The name and address of the patient;
- A statement that discontinuation of water service would jeopardize the patient's health or safety;
- A brief description of the medical condition, limited to the information necessary to establish the need for continued service;
- The expected duration of the medical condition, which shall not exceed thirty (30) days unless renewed; and
- The name, license number, contact information, and signature of the certifying medical professional.

C. Verification and Renewal.

- The Authority reserves the right to verify the authenticity of any certification by contacting the certifying professional or requesting additional documentation.
- Temporary medical certifications shall expire after thirty (30) days unless renewed.

D. Confidentiality. The Authority shall maintain all medical information as confidential to the extent permitted by law, using it solely for purposes of determining eligibility under this Policy.

5. Duration and Effect of Continued Service. Approval under this Policy shall suspend termination of water service for the duration of the approved certification period. The continuation of service shall not exceed thirty (30) days per certification unless renewed. The Authority retains discretion to limit or terminate continued service if the customer fails to make reasonable payment efforts or otherwise violates the terms of this Policy. Continuation of service under this Policy shall not constitute forgiveness, reduction, or waiver of any outstanding balance, interest, penalty, or charge due and owing to the Authority.

6. Payment Obligations and Arrangements. During any period of continued service, the customer shall remain responsible for all current and future charges for water and sewer service and enter or comply with a payment arrangement approved by the Authority to address arrearages. The Authority shall determine, in its sole discretion, the reasonableness of a proposed payment arrangement, considering the customer's payment history, income information (if voluntarily provided), and total amount owed. Failure to adhere to the payment arrangement, or to make good-faith partial payments, shall constitute grounds for termination upon expiration of the medical hardship period.

Appendix D

7. Administrative Authority. The Authority General Manager, or a designee authorized by the General Manager, shall administer this Policy and shall have discretion to approve, deny, or revoke continuation of service requests based on the documentation provided and the customer's compliance with all requirements herein. Decisions of the Authority Manager shall be made in writing and provided to the customer, including an explanation of the decision and the effective date of any continuation or termination of service. The Board of the Authority may, at its discretion, review individual cases upon written request of the customer if extraordinary circumstances exist.

8. Fraud, Misuse, or Noncompliance. If at any time the Authority determines that the customer or medical provider submitted false, misleading, or incomplete information; the customer failed to comply with the payment obligations of this Policy; or the continued provision of service is being abused or exploited contrary to the intent of this Policy; then the Authority may immediately revoke eligibility and proceed with termination of service in accordance with its standard termination procedures.

9. No Waiver of Rights or Obligations. Nothing in this Policy shall create a contractual or property right to continued service beyond the authorized period; waive or impair the Authority's rights to collect any delinquent amount, interest, or fee; limit the Authority's ability to enforce its Rules and Regulations; or impose liability on the Authority for any damages, claims, or injuries arising from the termination or continuation of service undertaken in good faith under this Policy.

10. Coordination with Other Assistance Programs. The Authority may, in its discretion, coordinate this Policy with any available federal, state, or local hardship or customer assistance programs, and may refer eligible customers to such programs for additional support. Approval under this Policy does not guarantee or substitute for participation in any other program.

11. Administrative Procedures and Forms. The Authority General Manager is authorized to develop, amend, and implement any forms, notices, and administrative procedures necessary to carry out this Policy. Such procedures shall include, at a minimum, a standardized Medical Certification Form; a written payment arrangement template; and notification procedures for approval, renewal, and termination decisions.

12. Effective Date. This Policy shall take effect immediately upon adoption by the Authority Board and shall be incorporated into the Authority's Rules and Regulations. It shall apply prospectively to all pending and future requests for continuation of service due to medical hardship.



WATER CONNECTION AND TAPPING FEES

Name: _____ Phone _____

Address: _____

Connection Address: _____

Connection Fees

Connection Size: _____

\$ _____ Connection Fee (tap, corporation stop, curb stop, and service line)

\$ _____ Meter Installation Fee

\$ _____ Meter Pit Installation Fee

\$ _____ Meter Vault (**Purchased and Installed by owner**)

\$ _____ Meter Reading Radio Transmitter (MXU) Installation Fee

\$ _____ Cut off existing service(s) (if applicable)

\$ _____ **Total Connection Charges**

Note: Quote Valid for 30 day

Water Tapping Fee Agreement

For all non-residential properties, the following estimated capacity request for the service connection noted on page 1, will be used to calculate tapping fees, and will provide a guarantee from the Authority to the consumer to provide water capacity to this location, as outlined within the Authority's Rules & Regulations, up to the average daily usage requested.

If at any time the average daily usage, for any 12-month period, exceeds the estimated capacity request provided for in this agreement, a new Tapping Fee Agreement shall be executed and tapping fees assessed for the additional usage.

Name: _____ Phone #: _____

Address: _____

Service Address: _____

Capacity (GPD): Requested _____ - Existing _____ = Requested (adjusted) _____

Tapping Fees

\$ _____ Capacity Part (Including dams, reservoirs, treatment plants, pump stations, transmission mains, and tanks.)

\$ _____ Distribution Part (Distribution facilities, including water lines, hydrants, valves, and pumps.)

\$ _____ Reimbursement Part (System reimbursement to others based upon the Authority's distribution or collection fee, according to PA Municipal Authorities Act 53 Chapter 56.)

\$ _____ Special Purpose Fee (Determined by engineer. Particular purpose facilities according to PA Municipal Authorities Act 53 Chapter 56, including booster pumps and tanks.)

\$ _____ Total Tapping Fees

\$ _____ TOTAL (Connection Fees + Tapping Fees)

The following accept the terms of this agreement as stated;

AWA

Customer Representative

Date: _____

Print: _____

Sign: _____

Title: _____

General Manager, Director of Water/Wastewater
Operations, or designee

Attest: _____